Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Del Laboratories, Inc.		01/27/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Registration Number:	1971967	10 DAY SHINE
Registration Number:	2267873	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE
Registration Number:	2422355	ADVANCED CUTICLE REPAIR
Registration Number:	0802379	BEAUTE VUES
Registration Number:	2632382	BIKINI PLUS
Registration Number:	1470344	BLUSHDOMES
Registration Number:	2430362	BLUSHING BRONZER
Registration Number:	1184372	BROW & LINER
Registration Number:	2185940	COLOR FIX
Registration Number:	2076233	COLOR WEAR
Registration Number:	1470349	COLORDOMES
Registration Number:	2186581	COLORWRITER
Registration Number:	0860673	CONFLICT
Registration Number:	0799233	CORN SILK
		TRADEMARK

TRADEMARK

REEL: 003020 FRAME: 0134

Registration Number:	0789223	COVER OVER
Registration Number:	1333915	DEFINE & DAZZLE
Registration Number:	2908569	DIAMOND STRENGTH
Registration Number:	1162389	'DRY-KWIK'
Registration Number:	1436250	EXACTA TWEEZE
Registration Number:	2480824	FAST OFF
Registration Number:	1423534	FEEL THE QUENCHER DIFFERENCE
Registration Number:	1311886	FLAME GLOW
Registration Number:	1369733	FLAME GLOW
Registration Number:	1442628	GENTLE PERFORMANCE
Registration Number:	0877886	GLEAM-ON
Registration Number:	0889821	HARD AS NAILS
Registration Number:	0675695	HARD AS NAILS
Registration Number:	2768070	HEALING BEAUTY
Registration Number:	2853412	HEALING BEAUTY
Registration Number:	1306609	HIGH SHINE
Registration Number:	2801229	INSTA-DRI
Registration Number:	1560406	KWIK OFF
Registration Number:	2605899	KWIK OFF
Registration Number:	1661383	LA CROSS
Registration Number:	2743440	LIP GRIP
Registration Number:	1005706	LIP QUENCHER
Registration Number:	1418060	LIP WAVES
Registration Number:	1052219	LUSH LIPS
Registration Number:	2340933	MAXI-GRIP
Registration Number:	2483354	MEGA SHINE
Registration Number:	0680590	MEND-A-NAIL
Registration Number:	2464611	MICRO DIAMOND
Registration Number:	1499169	MICRON
Registration Number:	2670555	
Registration Number:	2670182	MISS KISS
Registration Number:	2418035	N.Y.C. NEW YORK COLOR
Registration Number:	2276758	NAIL ART ELEGANCE KIT
Registration Number:	2276757	NAIL ART ESSENTIALS KIT
Registration Number:	0770502	NAIL PROTEX
II	11	TRADEMARK TRADEMARK

REEL: 003020 FRAME: 0135

Registration Number:	1429739	NAIL THERAPY
Registration Number:	1421743	NATURAL GLOW
Registration Number:	1964653	NATURALLY VANILLA
Registration Number:	1794584	NATURISTICS
Registration Number:	1889095	NATURISTICS
Registration Number:	1466862	NEARLY NUDE
Registration Number:	1615374	NO-MORE BREAKS
Registration Number:	1512371	NO SMUDGE TOE SPACERS
Registration Number:	0810241	NUTRI-TONIC
Registration Number:	2086568	POWER SHIELD
Registration Number:	2104263	PRECISE LASH
Registration Number:	2015938	PRECISE TWEEZE
Registration Number:	1437648	RADIANT BLUSH
Registration Number:	0279989	REJUVIA
Registration Number:	1487316	REJUVIA VITAMIN E ALL NIGHT MOISTURE RECOVERY
Registration Number:	1356124	RENEW A CURL
Registration Number:	1567829	RENEW A PERM
Registration Number:	0688093	SALLY HANSEN
Registration Number:	0790825	SALLY HANSEN
Registration Number:	1295408	SALLY HANSEN
Registration Number:	1560372	SALLY HANSEN INSTANT STRENGTH
Registration Number:	1416342	SALLY HANSEN MAXIMUM GROWTH
Registration Number:	1447033	SALLY HANSEN NO CHIP
Registration Number:	1931107	SALLY HANSEN PROFESSIONAL
Registration Number:	2377693	SCENTS OF BEING THERE
Registration Number:	1510998	SCRUB 'N SOFTEN
Registration Number:	1845314	SEA SPLASH
Registration Number:	1414676	SHADOW SWIRLS
Registration Number:	1374480	SHAPE & HOLD
Registration Number:	1391196	SHINE CONTROL
Registration Number:	1505618	SMOOTH-IT FOOT WAND
Registration Number:	2058278	SUDDENLY NAILS
Registration Number:	1990560	SUPER CLIP
Registration Number:	1320270	SUMMER SHINE
Registration Number:	1269568	SUPER SHINE
	II .	TRADEMARK TRADEMARK

REEL: 003020 FRAME: 0136

Registration Number:	1457811	SUPER STRONG
Registration Number:	1306576	SUPERHOLD NAIL GLUE
Registration Number:	1422465	SWEET LIPS
Registration Number:	2241310	"SWEET TREATS"
Registration Number:	2067626	THE NAIL CLINIC IN A BOTTLE
Registration Number:	2242104	THICKEN UP
Registration Number:	1895810	THICKEN-IT
Registration Number:	2486087	TINI-TWEEZE
Registration Number:	2468295	TRIPLE SMOOTH
Registration Number:	0871442	WET FLAMES
Registration Number:	0861107	WHIPPED PEARL
Registration Number:	0508119	WHITE HANDS
Registration Number:	1903328	WHITE RIVER MUSK
Registration Number:	2434400	ZERO SHINE
Serial Number:	78301808	AIRBRUSH LEGS
Serial Number:	78334240	INSTANT FIX
Serial Number:	76597359	SUPER STRONG
Registration Number:	1457919	CORN SILK
Registration Number:	1193832	CORN SILK
Registration Number:	1987675	NO MORE MISTAKES
Registration Number:	2309756	ULTIMATE SHIELD

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Perry J. Viscounty, Esq.

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	02/01/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 27, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

- A. DLI Acquisition Corp., a Delaware corporation (the "Borrower") and DLI Holding II Corp., a Delaware corporation, ("Holdings"), have entered into a Credit Agreement, dated as of January 27, 2005 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto, J.P. Morgan Securities Inc. and Bear, Stearns & Co. Inc., as joint lead arrangers and joint bookrunners, Bear Stearns Corporate Lending Inc., as syndication agent, Deutsche Bank Securities Inc., as co-agent and documentation agent and the Administrative Agent.
- B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 27, 2005 in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.
- C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

- SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to all of the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):
- (a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, and all registrations of and applications to register the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered

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payments for past, present or future infringements and dilutions thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks"):

- (b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Patents");
- (c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights");
 - (d) any and all proceeds of the foregoing.
- SECTION 2. <u>Recordation</u>. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.
- SECTION 3. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law.

This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. <u>Conflict Provision</u>. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

DEL LABORATORIES, INC.

Name: Enzo

Title: Executive Vice President and Chief Financial

Officer

DEL PHARMACEUTICALS, INC.

By:____

Name: Enzo J Vial rdi

Title: Executive Vice President and Chief Financial

Officer

DEL PROFESSIONAL PRODUCTS, INC.

By:

Name: Enzo J. Vialardi

Title: Executive Vice President and Chief Financial

Officer

PARFUMS SCHIAPARELLI, INC

Bv.

Name: Enzo J. Vialardi

Title: Executive Vice President and Chief Financial

Officer

IP Agreement

STATE OF New York; ss.:

My commission expires:

EILEEN P. BURKE

Notary Public - State of New York

No. 01BU6094157

Qualified in Orange County

My Commission Expires June 16, 2007

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: Name: Title:

JOHN C. RIORDAN VICE PRESIDENT

[Del Laboratories, Inc. - IP Security Agreement]

SCHEDULE 1

I. United States Copyrights

None.

II. United States Patents

A. U.S. Patents Owned by Del Laboratories, Inc.

Patent No.	Inventor	Issue Date	Patent Described As:
5,806,536	Tietjen	9/15/98	Artificial Nail Removal
	The state of the s		Arrangement
4,842,610	Gordon	6/27/89	Depilatory Compositions and
	PARAMETERS AND ADMINISTRATION AN		Methods
4,891,213	Gordon/	1/2/90	Nail Enamel Composition
,,,,,,	Chung		(contains microcrystalline cellulose)
6,524,604	Serap	2/25/03	Method, Composition and Kit for
, , , , , , , , , , , , , , , , , , , ,	Ozelkan		Removing Lice Ova from the hair
			(Pronto Gel)
Canadian Serial	Malayev,	1/21/02	Pronto Gel
No.	Ozelkan &		
2352872	Zhang		
6,479,043	Tietjen &	11/12/02	Depilatory Composition
	Luciano		

III. United States Trademarks

A. Active U.S. Registrations of Del Laboratories, Inc.

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	10 DAY SHINE	3	1971967	4/30/1996	Registered
USA	2000 LB. PROFESSIONAL STRENGTH NAIL GLUE	3	2267873	8/3/1999	Registered
USA	ADVANCED CUTICLE REPAIR	3	2,422,355	1/16/2001	Registered

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Country	Trademark	Class	Reg No.	Reg Date	Status
USA	BEAUTE VUES	3	0802379	1/18/1966	Renewed
USA	BIKINI PLUS	5	2,632,382	10/8/2002	Registered
USA	BLUSHDOMES	3	1470344	12/29/1987	Registered
USA	BLUSHING	3	2430362	2/20/2001	Registered
	BRONZER				
USA	BROW & LINER	3	1184372	1/5/1982	Renewed
USA	COLOR FIX	3	2185940	9/1/1998	Registered
USA	COLOR WEAR	3	2076233	7/1/1997	Registered
USA	COLORDOMES	3	1470349	12/29/1987	Registered
USA	COLORWRITER	3	2186581	9/1/1998	Registered
USA	CONFLICT	3	0860673	11/19/1968	Renewed
USA	CORN SILK	3	0799233	11/23/1965	Renewed
USA	CORN SILK &	3	1457919	9/22/1987	Registered
	DESIGN	***************************************			
USA	CORN SILK	3	1193832	4/20/1982	Renewed
	(BLOCK)				
USA	COVER OVER	3	0789223	5/4/1965	Renewed
USA	DEFINE & DAZZLE	3	1333915	5/7/1985	Registered
USA	DIAMOND	3	2908569	12/7/2004	Registered
	STRENGTH				
USA	DRY KWIK	3	1162389	7/28/1981	Registered
USA	EXACTA TWEEZE	8	1436250	4/14/1987	Registered
USA	FAST OFF	3	2,480,824	8/21/2001	Registered
USA	FEEL THE	3	1423534	1/6/1987	Registered
	QUENCHER	in contract of the contract of			
	DIFFERENCE				
USA	FLAME GLOW	3	1311886	1/1/1985	Registered
USA	FLAME GLOW	3, 16, 21	1369733	11/12/1985	Registered
USA	GENTLE	3	1442628	6/16/1987	Registered
	PERFORMANCE				
USA	GLEAM-ON	3	0877886	9/30/1969	Renewed
USA	HARD AS NAILS	3	0889821	4/21/1970	
USA	HARD AS NAILS	3	0675695	3/17/1959	Renewed
	(LOGO)				
USA	HEALING BEAUTY	3	2768070	9/23/2003	Registered
USA	HEALING BEAUTY	3	2,853,412	6/15/2004	Registered
USA	HIGH SHINE		1306609	11/20/1984	Renewed
USA	INSTA-DRI	3	2,801,229	12/30/2003	Registered
USA	KWIK OFF	3	1560406	10/17/1989	Registered
USA	KWIK OFF	3	2,605,899	8/6/2002	Registered
USA	LA CROSS	3, 8, 21	1661383	10/22/1991	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	LIP GRIP	3	2,743,440	7/29/2003	Registered
USA	LIP QUENCHER	3	1005706	3/4/1975	Renewed
USA	LIP WAVES	3	1418060	11/25/1986	Registered
USA	LUSH LIPS	3	1052219	11/9/1976	Renewed
USA	MAXI-GRIP	3	2340933	4/11/2000	Registered
USA	MEGA SHINE		2,483,354	8/28/2001	Registered
USA	MEND-A-NAIL	3	680590	6/16/1959	Renewed
USA	MICRO DIAMOND	3	2,464,611	6/26/2001	Registered
USA	MICRON	3	1499169	8/9/1988	Registered
USA	MIRRORED BOTTLE design	3	2,670,555	12/31/2002	Registered
USA	MISS KISS	3	2,670,182	12/31/2002	Registered
USA	N.Y.C. NEW YORK COLOR LOGO	3	2418035	1/2/2001	Registered
USA	NAIL ART ELEGANCE KIT	3	2276758	9/7/1999	Registered (Intent to Abandon)
USA	NAIL ART ESSENTIALS KIT	3	2276757	9/7/1999	Registered (Intent to Abandon)
USA	NAIL PROTEX	3	0770502	5/26/1964	Renewed
USA	NAIL THERAPY	3	1429739	2/24/1987	Registered
USA	NATURAL GLOW	8	1421743	12/23/1986	Registered
USA	NATURALLY VANILLA	3	1964653	3/26/1996	Registered
USA	NATURISTICS	3	1794584	9/28/1993	Renewed
USA	NATURISTICS	3, 8, 21	1889095	4/11/1995	Registered
USA	NEARLY NUDE	3	1466862	12/1/1987	Renewed
USA	NO MORE BREAKS	3	1615374	10/2/1990	Renewed
USA	NO MORE MISTAKES	8	1987675	7/16/1996	Registered
USA	NO SMUDGE TOE SPACERS	8	1512371	11/15/1988	
USA	NUTRI-TONIC	3	810241	6/21/1966	Renewed
USA	POWER SHIELD	3	2086568	8/5/1997	Registered
USA	PRECISE LASH	8	2104263	10/7/1997	Registered
USA	PRECISE TWEEZE	8	2015938	11/12/1996	Registered
USA	RADIANT BLUSH	3	1437648	4/28/1987	Registered
USA	REJUVIA	3	279989	2/10/1931	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	REJUVIA VITAMIN	3	1487316	5/10/1988	Registered
	E ALL NIGHT				
	MOISTURE REC				
USA	RENEW A CURL	3	1356124	8/27/1985	Registered
USA	RENEW A PERM	3	1567829	11/28/1989	Renewed
USA	SALLY HANSEN	3	688093	11/10/1959	Renewed
USA	SALLY HANSEN	3	790825	6/8/1965	Renewed
USA	SALLY HANSEN	3	1295408	9/18/1984	Renewed
	(LOGO IN SCRIPT)				
USA	SALLY HANSEN	3	1560372	10/17/1989	Registered
	INSTANT				Version and Processing States
	STRENGTH			111111111111111111111111111111111111111	
USA	SALLY HANSEN	3	1416342	11/11/1986	Registered
	MAXIMUM				
	GROWTH			G/1 4/100G	D
USA	SALLY HANSEN	3	1447033	7/14/1987	Registered
	NO CHIP		1001105	10/21/1006	Desistand
USA	SALLY HANSEN	3, 8, 21	1931107	10/31/1995	Registered
	PROFESSIONAL		20.00	0/15/2000	Desistend
USA	SCENTS OF BEING	3	2377693	8/15/2000	Registered
	THERE		1510000	11/1/1000	Registered
USA	SCRUB 'N SOFTEN	21	1510998	11/1/1988 7/19/1994	Registered
USA	SEA SPLASH	3	1845314	10/28/1986	
USA	SHADOW SWIRLS	3	1414676	12/10/1985	Registered Registered
USA	SHAPE & HOLD	3	1374480	<u> </u>	Registered
USA	SHINE CONTROL	3	1391196	4/22/1986	Registered
USA	SMOOTH-IT FOOT	8	1505618	9/27/1988	Registered
	WAND		2050270	4/29/1997	Registered
USA	SUDDENLY NAILS	3	2058278	7/30/1996	Registered
USA	SUPER CLIP	8	1990560		Registered
USA	SUMMER SHINE	3	1320270	2/19/1985	1 -
					(Intent to Abandon)
	AND THE PARTY OF THE		1200500	3/13/1984	Renewed
USA	SUPER SHINE	3	1269568	9/15/1987	Registered
USA	SUPER STRONG	3	1457811		Renewed
USA	SUPERHOLD NAIL	3	1306576	11/20/1984	Kellewed
	GLUE		1400465	12/20/1096	Pagistared
USA	SWEET LIPS	3	1422465	12/30/1986	Registered
USA	"SWEET TREATS"	3	2241310	4/20/1999	Registered
USA	THE NAIL CLINIC	3	2067626	6/3/1997	Registered
	IN A BOTTLE				

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	THICKEN UP	3	2242104	4/27/1999	Registered
USA	THICKEN-IT	3	1895810	5/30/1995	Registered
USA	TINI-TWEEZE	8	2,486,087	9/4/2001	Registered
USA	TRIPLE SMOOTH	13	2,468,295	7/10/2001	Registered
USA	ULTIMATE SHIELD	3	2039756	1/18/2000	Registered
USA	WET FLAMES	3	871442	6/17/1969	Renewed
USA	WHIPPED PEARL	3	861107	11/26/1968	Renewed
USA	WHITE HANDS	5	508119	3/29/1949	Renewed
USA	WHITE RIVER	3	1903328	7/4/1995	Registered
	MUSK				
USA	ZERO SHINE	3	2434400	3/6/2001	Registered

B. Pending U.S. Applications of Del Laboratories, Inc.

Countr		Cla	ss Serial No.	App. Date	Status
USA	AIRBRUSH LEGS	3	78/301,808	9/17/2003	Pending
USA	INSTANT FIX	3	78/334,240	11/30/2003	Pending
USA	SUPER STRONG	3	76/597,359	6/14/2004	Pending

C. Active U.S. Registrations of Del Pharmaceuticals, Inc.

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	ARTHRICARE	5	1793360	9/21/1993	Renewed
USA	AURO	5	1,236,010	5/3/1983	Renewed
USA	AURO-DRI	5	1430843	3/3/1987	Registered
USA	BABY ORAJEL	5	1168895	9/15/1981	Renewed
USA	BOIL-EASE	5	771,406	6/16/1964	Renewed
USA	DENTURE ORAJEL	5	2219413	1/19/1999	Registered
USA	DERMAREST	5	1499210	8/9/1988	Registered
USA	DETANE	5	932502	4/18/1972	Renewed
USA	DIAPER GUARD	5	1500148	8/16/1988	Registered
USA	DIDELAMINE	5	932501	4/18/1972	Renewed
USA	DRICORT	5	1749219	1/26/1993	Renewed
USA	GENTLE NATURALS	5	2,730,448	6/24/2003	Registered
USA	OCU-BATH	5	0857383	9/24/1968	Renewed
USA	OCU-DROP	5	0855439	8/27/1968	Renewed
USA	OFF-EZY	5	0592383	7/13/1954	Renewed
USA	OFF-EZY (DESIGN)	5	1,259,783	12/6/1983	Renewed
USA	ORAJEL	5	1166935	9/1/1981	Renewed

Country	Trademark	Class	Reg No.	Reg Date	Status
USA	ORAJEL P.M.	5	2058425	4/29/1997	Registered
USA	PERIOSEPTIC	5	1854017	9/13/1994	Renewed
USA	PRONTO	3	1345457	7/2/1985	Registered
USA	PRONTO	5	1441745	6/9/1987	Registered
USA	PROPA P.H.	3	0775933	8/25/1964	Renewed
USA	PROPA P.H. (LOGO)	3, 5	2061952	5/13/1997	Registered
	RECOVER	3	0883021	12/23/196	Renewed
USA	RECOVER			9	
USA	SKIN SHIELD	5	2,667,626	12/31/200	Registered
USA	SKIN SITILLE		, ,	2	
TICA	STYGIENE	5	1,805,077	11/16/199	Renewed
USA	STIGHENE			3	
TICA	TANAC	5	0867071	3/25/1969	Registered
USA	TRIALKA	5	0793582	8/3/1965	Registered
USA	TRIPTONE	5	0647728	7/2/1957	Renewed
USA	IRITIONE		1 2 2 1 1 1 2 2	I	t

D. Pending U.S. Applications of Del Pharmaceuticals, Inc.

Country	Trademark	Class	Serial No.	App Date	Status
USA	DIABETAID	5	76/356,223	1/9/2002	Opposition
					Pending

E. Active U.S. Registrations of Parfums Schiaparelli

Country	Trademark	Class	Registration No.	Registration Date	Status
USA	SCHIAPARELLI	3	820431	12/13/1966	Registered
USA	SCHIAPARELLI	3	320501	1/1/1935	Renewed
USA	SERAPHIQUE	3	426405	12/24/1946	Renewed
USA	SHOCKING	3	1847202	7/26/1994	Registered
USA	SHOCKING	3	344590	3/30/1937	Renewed
USA	SHOCKING DE SCHIAPARELLI POUDRE POUF	3	875325	8/19/1969	Renewed
USA	SHOCKING RADIANCE	3	415856	8/21/1945	Renewed
USA	SLEEPING	3	820035	12/6/1966	Renewed
USA	SNUFF	1	422359	7/16/1946	Renewed
USA	STRATOSPHERE	3	425686	11/26/1946	Renewed

RECORDED: 02/01/2005